

## BID ADVERTISEMENT FORM

Bid description	Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages		
Bid number	NC/DALL/0201		
Name of institution	Department of Agriculture, Environmental Affairs, Rural Development and Land Reform		
The place where goods, works, or services are required	Hopetown and Strydenburg		
Closing date and time	Date	[ 02 February 2026 ]	Time 11:00 AM
Contact details	Postal address	Department of Agriculture, Environmental Affairs, Rural Development and Land Reform Private Bag X5018 Kimberley 8300 Attention: Acquisition Office	
	Physical address	Department of Agriculture, Environmental Affairs, Rural Development and Land Reform 162 George Street Kimberley 8300 Attention: Acquisition Office	
	Tel. no.	053 838 9194/97	
	Fax no.	N/A	
	E-mail address	amogelangmentor@gmail.com	
	Contact person	Mr. Amogelang Mentor	060 967 1014
Where bids can be collected	Bid documents will be available on the E-Tender		
Where bids should be delivered	162 George Street, Kimberley 8300		
Category (refer to annexure A)	N/A		
Sector	Other		
Region	Pixley Ka Seme		
Compulsory briefing session/site visit	Date	28 January 2026	
	Time	09:00	
	Venue	Strydenburg Municipal Offices (29.94339 S 23.67663 E)	



agriculture, environmental affairs,  
rural development and land reform

Department:  
agriculture, environmental affairs,  
rural development and land reform .  
NORTHERN CAPE PROVINCE  
REPUBLIC OF SOUTH AFRICA

**PART A INVITATION TO BID**

**NCP 1 (7/12/11)**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPTMENT OF AGRICULTURE, ENVIROMENTAL AFFAIRS RURAL DEVELOPMENT AND LAND REFORM )**

BID NUMBER:	NC/DALL/0201	CLOSING DATE:	[ 02 February 2026 ]	CLOSING TIME:	11:00 AM
DESCRIPTION	Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages				
PROJECT NAME				FUNDS	[LandCare]

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (162 GEORGE STREET KIMBERLEY,8301 )

162 George Street

Kimberley

8301

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TCS PIN:	OR	CSD No: maaa
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICE /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER THE QUESTIONNAIRE BELOW ]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF THE ANSWER IS "NO" TO ALL THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE(SARS) AND IF NOT REGISTER AS PER 2.3 BELOW		

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2 **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE DOCUMENT**
- 1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 1.4 **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM(NCP7)**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

# REMINDER: PLEASE TAKE NOTE

IT CAME TO THE ATTENTION OF THE DEPARTMENT THAT PREVENTABLE MISTAKES OCCUR IN THE COMPLETION OF YOUR BID DOCUMENTS.

THE MOST COMMON MISTAKES ARE THE FOLLOWING:

1. NOT ATTACHING A CERTIFIED COPY OF ID
2. NOT ATTACHING A COPY OF COMPANY REGISTRATION
3. THE USE OF CORRECTIONAL FLUID/TAPE
4. THE OMISSION OF THE DELIVERY PERIOD IN ALL AREAS OF THE BID DOCUMENT.
5. INCORRECT CALCULATIONS
6. FAILURE TO SIGN ANY FORM WHERE YOUR SIGNATURE IS REQUIRED.
7. FAILURE TO INCLUDE CSD REGISTRATION OR UNIQUE SUPPLIER NUMBER

THE PRICE QUOTATION/BID BOX IS SITUATED AT TEMOTHUO HOUSE, 162 GEORGE STREET, KIMBERLEY AT THE MAIN ENTRANCE TO THE DEPARTMENT (NOT THE STREET ENTRANCE). PLEASE ENSURE THAT YOUR BIDS ARE DEPOSITED IN THIS BOX BEFORE THE OFFICIAL CLOSING TIME AND DATE OF THE BID.

Description: | Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages | Bid No. NC/DALL/0201



## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder: .....	Bid number: NC/DALL/0201
Closing Time: 11:00 AM	Closing date: 02 February 2026

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
	1	Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages	R.....

Required by: *Department of Agriculture, Environmental Affairs, Rural Development and Land Reform*

- At: Kimberley Head Office

1. Brand and model .....
2. Country of origin .....
- Does the offer comply with the specification(s)? \*yes/no
3. If not to specification, indicate deviation(s) .....
4. Period required for delivery |60 days| YES/NO
5. If No specify alternative delivery period .....
6. Delivery basis .....

**Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

**\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

**\*Delete if not applicable**

## **BIDDERS DISCLOSURE**

### **1. Purpose of the form**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### **2. Bidder's declaration**

- 2.1** Is the bidder, or any of its Directors/ Trustees / Shareholders / Members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES / NO**

- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor! directors / trustees / shareholders / members! partners or any person having a controlling interest in the enterprise, in table below.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

**2.2** Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

**2.2.1** If so, furnish particulars:

.....  
.....

**2.3** Does the bidder or any of its directors | trustees | shareholders | members | partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

**2.3.1** If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, (name).....the.....undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1** I have read and I understand the contents of this disclosure;
- 3.2** I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3** The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4.1** In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 3.4.2** The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5** There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6** I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.**

**I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**



## NCP6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

#### FORMAL PRICE TENDER R 1 MILLION UP TO R 50 MILLION

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- a) the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Who has a disability – **attach doctor's letter confirming the disability**
  - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - **Locality – Refers to the Northern Cape Province – attach proof of address**

## 2 DEFINITIONS

- a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ \\ Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Description: Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages Bid No. NC/DALL/0201



**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Who had no franchise in national elections before the 1983 and 1993 Constitution	6		
2. Who is female	4		
3. Who has a disability	4		
4. Who is youth	4		
5. Locality	2		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number: .....

4.5 Company CSD number: .....

4.6 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

- 4.7 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- I. The information furnished is true and correct;
  - II. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - III. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - IV. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - a) disqualify the person from the tendering process;
    - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and  
To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

- 1) Definitions
- 2) Application
- 3) General
- 4) Standards
- 5) Use of contract documents and information; inspection
- 6) Patent rights
- 7) Performance security
- 8) Inspections, tests and analysis
- 9) Packing
- 10) Delivery and documents
- 11) Insurance
- 12) Transportation
- 13) Incidental services
- 14) Spare parts
- 15) Warranty
- 16) Payment
- 17) Prices
- 18) Contract amendments
- 19) Assignment
- 20) Subcontracts
- 21) Delays in the supplier's performance
- 22) Penalties
- 23) Termination for default
- 24) Dumping and countervailing duties
- 25) Force Majeure
- 26) Termination for insolvency
- 27) Settlement of disputes
- 28) Limitation of liability
- 29) Governing language
- 30) Applicable law
- 31) Notices
- 32) Taxes and duties
- 33) National Industrial Participation Programme (NIPP)
- 34) Prohibition of restrictive practices



## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## 4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## 5 Use of contract documents and information ; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design

rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## 11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## 12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## 13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:





- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment

from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## 17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## 18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## 19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## 20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## 21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.



- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:



- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- a) the name and address of the supplier and / or person restricted by the purchaser;
- b) the date of commencement of the restriction
- c) the period of restriction; and
- d) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court



may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

1. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## 28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## 30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## 31. Notices

31.1 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## 32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.



- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33.National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



Description: Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages | Bid No. NC/DALL/0201



## **SPECIAL CONDITIONS**

**PROJECT DESCRIPTION:** Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages |

**BID NUMBER:** NC/DALL/0201

**PROJECT LEADER:** Mr. Amogelang Mentor

**TELEPHONE NUMBER:** 060 967 1014

### **1. LEGISLATION AND REGULATORY FRAMEWORK**

- 1.1 This bid and all contracts emanating there from will be subject to the general conditions of contract issued in accordance with Treasury Regulation 16A published in terms of Public Finance Management Act (PFMA), 1999 (Act 1 of 1999). **This Bid is issued in terms of the National Treasury Contract General Conditions of Contract July 2010.** The special conditions of contract are supplementary to that of the general conditions of contract. Where, however, the special conditions of contract are in conflict with General Conditions of Contract (GCC), the special conditions of contract prevail.

### **2. EVALUATION CRITERIA**

- 2.1 In terms of regulation 6 of the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Policy Act, 2000 (Act 5 of 2000), responsive bids will be evaluated/adjudicated by the department on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:
- 1. The bid price (maximum of 80 points)**
  - 2. Specific Goals (maximum 20 points)**
- 2.2 A maximum of **20** points may be allocated to a bidder for attaining its Specific Goals in accordance with the table below:

<b>Specific Goals</b>	<b>Number of points (80/20 system)</b>
Black (HDI)	6
Women	4
Disability	4
Youth	4
Locality	2

- 2.3 Bidders are required to complete the preference claim form (NCP 6.1), **and submit all required certified copies in order to claim the Specific Goals Preferential points.**
- 2.4 The points scored by a bidder in respect of the Specific Goals will be added to the points scored for price.

- 2.5 Only bidders who have completed and signed the declaration part of the preference claim form and **who have submitted proof of Specific Goals Preferential points claimed will be considered for preference points. Failure to provide the above mentioned required documentation will lead to the non-allocation of points.**
- 2.6 The total points scored will be rounded off to the nearest 2 decimals.
- 2.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for Specific Goals. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- 2.8 A contract may, subject to section 2(1)(f) of the PPPFA, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number in points.
- 2.9 The Department may, before the bid is adjudicated or at any time require a bidder to substantiate claims it has made with regard to preference.

### 3. TAX CLEARANCE CERTIFICATE

- 3.1 Bidders must provide the Department with the tax compliance status PIN issued by SARS to enable Departmental officials to verify their tax status on the SARS website.
- 3.2 Bidder's tax status will be verified from the time of submitting a bid up until the last payment is made to the appointed supplier.
- 3.3 CSD REGISTRATION - Bidders must attach their proof of registration on the National Central Supplier database at the time of applicant or submission of a bid.

### 4. VALUE ADDED TAX

- 4.1 All bid prices must be inclusive of 15% value-added tax for all VAT vendors.
- 4.2 Failure to comply with this condition will invalidate the bid.



Description: Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages | Bid No. NC/DALL/0201



## 5. SUBMISSION OF BIDS

- 5.1 Bidders must submit the bid in hard copy format (paper document) to the department on or before 02 February 2026 at **11:00 AM**. The hard copy of the bid response will serve as the legal bid document and must be signed in ink. The bid must be delivered to:

**DEPARTMENT OF AGRICULTURE, ENVIRONMENTAL AFFAIRS, RURAL DEVELOPMENT AND LAND REFORM**  
**Temothuo House**  
**162 George street**  
**Kimberley**  
**8300**

- 5.2 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

## 6. LATE BIDS

- 6.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where applicable, be returned unopened to the bidder.

## 7. CONTRACT PERIOD

- 7.1 The delivery period of this bid is **60 days** after receipt of an order.

## 8. COUNTER CONDITIONS

- 8.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

## 9. FRONTING

- 9.1 The department supports the spirit of Broad Based Black Economic Empowerment (BBBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the constitution and in an honest, fair, equitable, transparent and legally compliant manner against this background the department condemns any form of fronting.
- 9.2 The Department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the guidelines on complex structures and transactions and fronting, issued by the department of trade and industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of **14 days** from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (**10**) years, in addition to any other remedies the Department may have against the bidder/contractor concerned.

## 10. SUPPLIER DUE DILIGENCE

- 10.1 The Department reserves the right to conduct supplier due diligence prior to final award of the contract or at any time during the contract period. This may include site visits and requests of additional information.

## **11. COMMUNICATION**

- 11.1 Supply Chain Management (SCM) may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 11.2 Any communication to any government official or a person acting in an advisory capacity for the state in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 11.3 All communication between the bidder and the Supply Chain Management (SCM) must be done in writing (on company's letterhead).

## **12 OTHER CONDITIONS**

- 12.1 Bidders must submit copies of identity documents of all directors or shareholders of the company with bid documents at the closing date and time of the bid and failure to do so the bid may not be considered.
- 12.2 The departmental project official/leader must be contacted 1 week prior to delivery.
- 12.3 The use of correction fluid or correction tape and scratching without initialling on bid documents will invalidate your bid.
- 12.4 All items listed on the departmental bill of quantities should be priced or billed for and the total bid price should be transferred to page 2.
- 12.5 Amending the bill of quantities will invalidate the bid. Clarity can be sought from the project leader for any information regarding the bid to gain a clear understanding of the project before completion and submission of the bid.
- 12.6 The Department reserves the right not to award the tender or accept the lowest tender or any bid.
- 12.7 The Department has a right to award the bid to more than one bidder if the need arises.
- 12.8 The Northern Cape Provincial Supply Chain Management Procurement Policy Framework, approved in December 2018, States that the Provincial Departments must at least spend 60% of their procurement budget on Designated Groups within the province. The Department Reserves the right to award contracts based on the above mentioned framework policy
- 12.9 Latest proof of company registration from Companies Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration.

- 12.11 In the case of a joint venture, all partners (members) must include their SARS certificates/SARS PIN, proof of company address and a joint venture agreement. Parties to a joint venture should complete the following documents separately:  
**-NCP 4**
- 12.12 After the satisfactory delivery of services, payment will be made within 30 days after acceptance and receiving of a valid original tax invoice.
- 12.13 Supplier must give one week notice prior to deliver.
- 12.14 Delivery and implementation of the project will take place at Strydenburg and Hopetown. The project leader (Mr. A Mentor) must be contacted prior to commencing with implementation of the project.
- 12.16 A compulsory site meeting will be held on 28 January 2026 at 9am at Strydenburg. Bidders will meet at Strydenburg Municipality (29.94339 S 23.67663 E) at 09:00 am where the tender document will be presented. Thereafter there will be a visit to the two sites (Strydenburg and Hopetown) in the Pixley Ka Seme district. Contact the project leader for directions. Only bidders that attend the briefing and both site visits will be considered.
- 12.17 The winning bidder will be responsible for sourcing manpower to implement the project. 80% of labour must be sourced from local people where the project is being implemented. The winning bidder must submit contracts, timesheets, pay sheets and certified Identity document copies of all employed labour on a monthly basis to the project leader.
- 12.18 Veld enhancement training must take place on both sites where the projects will be implemented (Strydenburg & Hopetown).
- 12.19 Employed people must be provided with the necessary Personal Protective Clothing.
- 12.20 The winning bidder must ensure compliance with Occupational Health and Safety act 85 of 1993 and its regulations.
- 12.21 It is the sole responsibility of the winning bidder to source plant equipment, materials and consumables necessary to initiate and complete the project. The winning bidder is also responsible to source storage for equipment and other consumables necessary for project implementation.
- 12.22 The department will not be responsible for any loss, damage, theft etc. on any equipment belonging to the bidder.
- 12.23 The winning bidder will be responsible for his/her insurance for duration of this project.
- 12.24 Lodging facilities will not be provided on project sites therefore the winning bidder will be responsible his/her own accommodation and transportation.
- 12.25 The winning bidder must use existing water sources on the project sites; the winning bidder will not be allowed to create new water points without the approval of the property owner.
- 12.26 The winning bidder, his/her employees are not allowed to make any fire on the project sites for whatever reason.
- 12.27 The winning bidder, his/her representative shall at all times attend site inspection meetings with the project leaders and/or relevant departmental officials.
- 12.28 The winning bidder must record all daily activities for the department; this record must be submitted to the project leader 5 days after the last day of each month during project duration.
- 12.29 The workmanship of the winning bidder will be inspected by a team of experts, should poor workmanship be detected the winning bidder shall fix the said defects at his/her own cost.
- 12.30 The department reserves the right to terminate this contract due to persistent poor workmanship and non-performance by the winning bidder.
- 12.31 The winning bidder shall leave the project site establishment area in the same state he/she found it, and implement proper environmental management practices e.g. all rubble, plastics etc. must be removed after completion of the project.
- 12.32 The winning bidder will be permitted to submit partial payment requests after each activity has been completed and verified by the project leader.

- 12.33 The department will retain 10% of the amount tendered for; this amount will be paid to the winning bidder after final inspections are completed, and all defects (if any) are rectified.**
- 12.34 The Department will not accept any price adjustments by the winning bidder; any goods and services price escalations will be for the bidder's account.
- 12.35 The winning bidder will be required to initiate the project 7 working days after receiving a purchase order.
- 12.36 Bidders must provide proof of previous experience for similar training by completing the proof of experience form (page 44 of 45). Failure to complete the experience form will invalidate your bid.
- 12.37 Grass material and seeds to be used in rehabilitation works must be fresh and not more than one season old.
- 12.38 The grass material and seeds must be of known origin. Certificate of origin must be provided upon delivery.
- 12.39 Grass seeds must be certified and must be germination tested by an approved laboratory in South Africa. Certificate must be provided upon delivery.
- 12.40 Grass seeds will remain the winning bidder's responsibility until planted.
- 12.41 The bidding company must demonstrate extensive experience in soil erosion remediation works. Such experience must have been acquired through the successful completion of a minimum of five (5) projects, with a combined contract value of not less than R 5 million. Proof of this experience must be clearly detailed on Page 44 of 45: Record of Previous Relevant Experience in Soil Erosion Remediation. In addition, project completion certificates must be submitted as supporting evidence. These certificates must include, at a minimum:
- Project scope
  - Contract value
  - Client name
  - Client contact details

Failure to submit all the required information and supporting documents will result in the bid being deemed non-responsive and therefore invalidated.

12.42 No contract price adjustment shall be applicable under this bid. Any price increase arising from escalation of costs shall be for the bidder's account, and any price decrease shall accrue to the benefit of the bidder.

12.43 The Department reserves the right to reduce the quantities of work or materials to align the project scope with available budget, without any adjustment to the rates tendered.

12.44 The bidder must maintain all completed works for a period of three (3) months following project completion. This maintenance period shall include, but not be limited to, the management of grazing areas, re-seeding, re-fertilising, watering, and the replacement of any damaged or dead vegetation. The bidder shall further ensure that all erosion control structures remain fully functional throughout this period.

12.45 In the event that any runnels, erosion channels, or similar defects develop during the re-vegetation period or during the period for which the bidder is liable, such defects shall be promptly backfilled, compacted, and restored to a stable and acceptable condition. The bidder will not permit erosion to progress to a substantial scale before undertaking corrective measures.

12.46 Payments due will be made as follows:

- 90% of the rate tendered when each activity has been completed, measured, verified and certified.
- 10% of the rate tendered at the end of the after defects and maintenance has been completed.

Description: Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages Bid No. NC/DALL/0201



### 13 SCOPE OF WORKS

13.1 The work entails the supply, delivery of soil rehabilitation materials, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works on degraded areas.

### 14 PURCHASES ORDERS AND DELIVERIES

14.1 Services must be provided within 60 days from the date of receipt of order.

#### DECLARATION FOR BID DOCUMENT: NC/DALL/0201

I, the undersigned (name, surname & designation)

.....  
Hereby accept the conditions stated above.

.....  
Signature

.....  
Date



## Specifications of Contract

### HOPETOWN SITE



#### 1. MECHANICAL AND CHEMICAL CONTROL OF PROSOPIS

Mechanical and chemical control of Prosopis trees. For chemical control a foliar application must be conducted with the following herbicide mixture with knapsacks:

Mixture per 100 litres of water

- 20 litres of Aminopyralid (acid equivalent) (as potassium salt) 60g/l
- Clopyralid (acid equivalent) (pyridine compound- 276g/l
- 5 litres of Triclopyr (240g/l) and aminopyralid (30 g/l)
- 20 litres of Medium mineral oil (363 g/l)
- 5 litres of Blue dye

#### 2. VELD ENHANCEMENT WORKS

To be conducted on overgrazed areas totaling 100ha, veld enhancement to include veld reinforcement through reseeding using no till methodology. Only seeds that are known to grow in this environment and palatable for livestock must be used.

Seed shall be purchased from a reputable supplier. All seed procured from seed suppliers shall be fresh (not more than one season old), true to species, of known origin, dried and packed as specified herein and conform with all legal requirements for seed. All seeds shall be germination tested by a government approved laboratory, and copies of test certificates submitted to the project before sowing. The seed mixture shall not be delivered to site pre-mixed, but seed from sealed bags shall be mixed on Site in the required proportions.

Seed shall be stored in a cool, dry and rodent free facility. The bidder remains fully responsible for the seed until sowing and shall insure the seed while stored for the full replacement value.

Should, for reasons beyond the control of the bidder, the procurement of a specific species not be possible, replacement with seed from a similar species may be requested. Such



replacement shall only occur with the written approval of the project leader. Should the project leader not agree to replacement of species, the unobtainable species should be omitted from the seed mix and no compensation for such seeds will be applicable.

Veld enhancement shall be carried out using an approved no till seeding machine. The unit shall be capable of applying the specified seed mix, fertilizer and ameliorants at the specified rates over the areas to be seeded.

No mixing or application of veld enhancement materials shall be done without the approval of the project leader.

### **3.Training**

The bidder must offer an intensive 3-day training program designed to equip beneficiary farmers with the skills and knowledge necessary to implement effective veld management and rehabilitation techniques. The training program must focus on the installation of erosion control measures, vegetation rehabilitation, invasive plant species removal, and sustainable grazing practices.

Farmers must receive comprehensive training materials, including guides on erosion control, vegetation rehabilitation, and sustainable grazing practices. This training program must aim to empower local farmers with the skills needed to manage and rehabilitate their grazing lands sustainably, ensuring long-term productivity and ecological balance.

## STRYDENBURG SITE



### 1. MECHANICAL AND CHEMICAL CONTROL OF PROSOPIS

Mechanical and chemical control of Prosopis trees. For chemical control a foliar application must be conducted with the following herbicide mixture with knapsacks:

Mixture per 100 liters of water

- 20 liters of Aminopyralid (acid equivalent) (as potassium salt) 60g/l
- Clopyralid (acid equivalent) (pyridine compound- 276g/l
- 5 liters of Triclopyr (240g/l) and aminopyralid (30 g/l)
- 20 liters of Medium mineral oil (363 g/l)
- 5 liters of Blue dye

### 2. VELD ENHANCEMENT WORKS

To be conducted on overgrazed areas totaling 100ha, veld enhancement to include veld reinforcement through reseeding using no till methodology. Only seeds that are known to grow in this environment and palatable for livestock must be used. Bidders must attach a detailed veld enhancement methodology including grass species composition, estimated amelioration program and list of equipment for this operation.

Seed shall be purchased from a reputable supplier. All seed procured from seed suppliers shall be fresh (not more than one season old), true to species, of known origin, dried and packed as specified herein and conform with all legal requirements for seed. All seeds shall be germination tested by a government approved laboratory, and copies of test certificates submitted to the project before sowing. The seed mixture shall not be delivered to site pre-mixed, but seed from sealed bags shall be mixed on Site in the required proportions.

Seed shall be stored in a cool, dry and rodent free facility. The bidder remains fully responsible for the seed until sowing and shall insure the seed while stored for the full replacement value.

Should, for reasons beyond the control of the bidder, the procurement of a specific species not be possible, replacement with seed from a similar species may be requested. Such replacement shall only occur with the written approval of the project leader. Should the project leader not agree to

replacement of species, the unobtainable species should be omitted from the seed mix and no compensation for such seeds will be applicable.

Veld enhancement shall be carried out using an approved no till seeding machine. The unit shall be capable of applying the specified seed mix, fertilizer and ameliorants at the specified rates over the areas to be seeded.

No mixing or application of veld enhancement materials shall be done without the approval of the project leader.

### 3.BIOENGINEERING SOIL EROSION REMEDIATION WORKS

The nature of soil erosion works to be carried out using the following methods:

#### 3.1. Silt Fences

##### •**Site Preparation**

- Identify areas vulnerable to sediment runoff typically along contours.
- Remove vegetation, rocks, or debris that could obstruct fence placement.

##### **Trenching**

- Excavate a trench approximately 100 mm deep and 50 mm wide along the fence line.
- Ensure the trench helps anchor fabric to prevent underflow:

##### **Placement of Stakes**

- Install steel Y-standards or wooden stakes ( $\pm 900$  mm long) at 5-meter intervals.
- Ensure stakes are driven sufficiently deep for structural stability.

##### **Attaching the Fabric**

- Attach the geotextile fabric to the upstream side of stakes.
- Use 3 mm baling wire as strain wires along top and bottom.
- Secure fabric to strain wires using 1.6 mm baling wire.

##### **Securing the Fabric**

- Embed the lower fabric edge into the trench.
- Backfill with soil to prevent water flowing underneath.

##### **Reinforcement** (Where required)

- In riparian zones or steep slopes, reinforce with chicken wire for additional stability and sediment control.

##### **Vegetation Enhancement**

- Plant Vetiver grass directly upslope of the fence.
- Dense root systems help stabilize soil and improve erosion control.

### 3.2 Sand Gabions

Sand gabions are wire mesh containers filled with sand or other granular materials, primarily used for erosion control and stabilization of gully erosion. They effectively trap sediment and create water retention ponds, helping to reduce runoff velocity and prevent further erosion.

#### **Site Selection**

Identify suitable locations along gullies where sand gabions can effectively trap sediment and create water retention ponds.

#### **Excavation**

- Use a TLB loader to excavate the base for each gabion structure.
- Approximately one-third of the structure should be embedded into the ground for stability.

#### **Base Preparation**

- Manually level the base of the gabion foundation.
- Ensure the final structure will be correctly positioned on contour.

#### **Placement of Wire Structures**

- Carefully position wire gabion baskets into the prepared foundation.
- Brace and lace the 2-meter gabions together, ensuring proper horizontal and vertical alignment.

#### **Geotextile Baskets Installation**

- Insert pre-assembled geotextile baskets into the gabion baskets.
- Secure them to assist in retaining sand and other granular materials.

#### **Backfilling**

- Fill the gabion baskets with in-situ material.
- Compact the fill material to ensure structural stability.

#### **Securing the Lid**

- Secure the lids on top of the gabions once backfilling is complete to prevent spillage.

#### **Embankment Wall Construction**

- Construct a sloping embankment wall upstream of each structure.
- This reduces excessive water pressure and enhances stability.

#### **Vegetation Establishment**

- Plant multiple rows of Vetiver grass at the gabion toe or embankment base.
- The deep roots stabilize soil and provide long-term erosion protection.

### 3.3 Rock berms

Rock berms are erosion control structures made from rocks or stones sourced from surrounding areas. They are designed to reduce surface water runoff velocity and trap sediment along developing gullies. These structures are effective in stabilizing soil and preventing further erosion, making them essential in land rehabilitation and management initiatives. Rock berms are constructed by packing rocks tightly on contour, parallel to the direction of water flow. Depending on site severity, berm dimensions typically range from 300 mm to 1000 mm in height and 700 mm to 1500 mm in width but may be increased where needed.

#### **Site Selection**

- Identify suitable locations along gullies or erosion-prone areas where rock berms will effectively slow water runoff and trap sediment.

#### **Preparation**

- Clear the area of vegetation and debris.
- Ensure the work area is graded to allow the berm to be constructed on contour.

#### **Collection of Rocks**

- Gather rocks or stones from surrounding areas.
- Use rocks of various sizes to ensure strong packing and structural stability.

#### **Construction**

- Construct the berm on contour, parallel to water flow direction.
- Pack rocks tightly to form a stable barrier.
- Maintain typical berm dimensions (300–1000 mm high, 700–1500 mm wide), adjusting based on erosion severity.

#### **Reinforcement**

- Increase height, width, or use larger rocks in areas experiencing severe erosion to improve durability.

#### **Vegetation**

- Plant vegetation (e.g., Vetiver grass) around the berm to stabilize soil and enhance erosion control.
- Deep-rooting plants help anchor rocks and prevent soil displacement.

#### **Inspection and Maintenance**

- Conduct periodic inspections to ensure berm function and stability.
- Replace or reposition displaced rocks where necessary to maintain effectiveness.

### 3.4 Aqua Rock Bags

AquaRockBags® are high-performance nets filled with graded rocks, designed for soil bio-engineering applications. These flexible and sustainable structures provide an ecologically beneficial solution for erosion control in both fresh and saline water environments. They are especially effective in reducing flow velocities, dissipating water energy, and minimizing sediment transport along channels and gullies.

#### **Site Selection**

- Identify appropriate locations in channels or gullies where AquaRockBags® can effectively reduce flow velocities and dissipate water energy.

#### **Preparation**

- Clear the installation footprint of any vegetation or debris that may interfere with placement.

#### **Placement**

- Position AquaRockBags® strategically in the channel at predetermined intervals.
- Ensure proper alignment so they function as intended energy dissipators and erosion reduction barriers.

#### **Securing**



- Secure the AquaRockBags® using stakes or other approved anchoring methods.
- Confirm that they remain resistant to displacement under expected water conditions.

#### **Vegetation**

- Plant vegetation such as Vetiver grass around the structure to increase soil stability.
- The root systems help anchor the bags and support long-term erosion control.

#### **Inspection and Maintenance**

- Conduct periodic inspections to ensure bag integrity and placement are maintained.
- Replace or reposition bags as needed to maintain structural effectiveness.

### **3.4 Planting Vetiver grass**

Vetiver grass (*Chrysopogon zizanioides*) is a perennial grass with an extensive and deep root system, making it highly effective for soil conservation and erosion control. Vetiver Grass Hedge Rows (VGHRs) are used to reduce erosion potential caused by surface runoff and to protect gully erosion areas and their outlets. VGHRs involve continuous rows of Vetiver planted on contour to intercept and slow runoff, stabilize soil, and improve land resilience. Row spacing varies depending on slope gradient, with steeper slopes requiring closer spacing for optimal performance.

#### **Site Preparation**

- Loosen the soil using spades or bush picks to create a trench approximately 150 mm deep and 50 mm wide.
- Where using pre-grown bagged plants, a modified soil auger may be used to prepare planting holes.

#### **Fertilization**

- Apply NPK(3:2:1) fertilizer and organics at 10 grams per plant into the trench or hole before planting.
- This supports early root and shoot development.

#### **Planting**

- Plant rooted Vetiver plants or freshly prepared slips once soil preparation is complete.
- Place plants in rows parallel to the contour.

#### **Plant spacing:**

- 10 Vetiver slips per linear meter, OR 6 pre-grown potted plants per linear meter.

#### **Slope Gradient Guidance**

- Spacing between rows should follow slope gradient:
- Gentle slopes: 5 to 50 meters between rows.
- Steeper slopes: reduce spacing to increase erosion control effectiveness.

#### **Maintenance**

- Water regularly until plants establish deep root growth and visible foliage.
- Provide additional watering when slips are used due to slower establishment.
- Apply LAN fertilizer (150 kg/ha) 6–8 weeks after planting to support growth.
- Remove weeds periodically to reduce competition and promote strong establishment.



Description: | Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages | Bid No. NC/DALL/0201



Degrees °	Percent %	Gradient	Surface Run (m <sup>1</sup> )
1	1.7	1 in 57.3	57.3
5	8.8	1 in 11.4	11.5
10	17.6	1 in 5.7	5.8
15	27.0	1 in 3.7	4.0
20	36.4	1 in 2.8	3.0
25	46.6	1 in 2.1	2.4
30	57.7	1 in 1.7	2.0
35	70.0	1 in 1.4	1.7
40	84.0	1 in 1.2	1.6
42	90.0	1 in 1.1	1.5
45	100.0	1 in 1.0	1.4

#### 4. Training

The bidder must offer an intensive 3-day training program designed to equip beneficiary farmers with the skills and knowledge necessary to implement effective veld management and rehabilitation techniques. The training program must focus on the installation of erosion control measures, vegetation rehabilitation, invasive plant species removal, and sustainable grazing practices.

Farmers must receive comprehensive training materials, including guides on erosion control, vegetation rehabilitation, and sustainable grazing practices. This training program must aim to empower local farmers with the skills needed to manage and rehabilitate their grazing lands sustainably, ensuring long-term productivity and ecological balance.

Description: Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages Bid No. NC/DALL/0201



## PRICING SCHEDULE

### BILL OF QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE(R) EXCL VAT	AMOUNT (R) EXCL VAT
	<b>(A) HOPETOWN SITE</b>				
1.	Site Establishment	each	1		R
2.	Mechanical and chemical control of <i>Prosopis</i>	Ha	100		R
3.	Veld enhancement works	Ha	100		R
4	Training	Per person	5		R
	<b>SUB-TOTAL CARRIED TO SUMMARY BELOW</b>				R

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE(R) EXCL VAT	AMOUNT (R) EXCL VAT
	<b>(B) STRYDENBURG SITE</b>				
1.	Site Establishment	each	1		R
2.	Mechanical and chemical control of <i>Prosopis</i>	Ha	50		R
3.	Veld enhancement works	Ha	100		R
4.	Silt fence	m	200		R
5.	Sand gabions	m	40		R
6.	Rock berms	m	50		R
7.	Aqua Rock bags	each	15		R
8.	Planting Vetiver grass	m <sup>2</sup>	2000		R
9.	Training	Per person	10		R
	<b>SUB-TOTAL CARRIED TO SUMMARY BELOW</b>				R

Description: | Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages | Bid No. NC/DALL/0201



## SUMMARY

### SUMMARY

#### SUMMARY OF BILL QUANTITIES

SCHEDULE	DESCRIPTION	AMOUNT
(A)	HOPETOWN SITE (ITEM 1-4)	R
(B)	STRYDENBURG SITE (ITEM 1-9)	R
<b>SUB-TOTAL</b>		<b>R</b>
<b>VAT (15%)</b>		<b>R</b>
<b>GRAND-TOTAL (VAT INCLUSIVE)</b>		<b>R</b>



agriculture, environmental affairs,  
rural development and land reform

Department  
Agriculture, environmental affairs,  
rural development and land reform  
NORTHERN CAPE PROVINCE  
REPUBLIC OF SOUTH AFRICA

Description: Supply, Delivery of soil rehabilitation material, provision of training, control of Prosopis, implementation of soil rehabilitation and veld enhancement works at Strydenburg and Hopetown commonages Bid No. ~~NC/DALG/2079~~ NC/DALG/0201 ~~201~~



**Project Name:**

**Funding:** LandCare

**For Department:**

Specification Committee	Name	Signature	Rank	Office	Date
Compiled:	A. MENTOR	<i>[Signature]</i>	AA	PIXLEY KA SEME	14/Nov/25
Checked:	T. Moncho	<i>[Signature]</i>	DD	KIMBERLEY	14/Nov/25
Checked:	P KANYASA	<i>[Signature]</i>	C.E.	71	14/11/25
Checked:	D KRIEL	<i>[Signature]</i>	C.AHT	KIMBERLEY	14/11/25
Checked:					
Checked:					
Approved:	A. ABRAHAM	<i>[Signature]</i>	Dir.	KIMBERLEY	14/11/25

**For Service Provider:**

Signature(s) .....

Name(s) .....

Capacity .....

For the Tenderer .....

(Name and address or organisation)

Date .....